

RECORDATION NO. 8372 AREA CODE 212

JUL 1 1976 -3 12 PM

INTERSTATE COMMERCE COMMISSION

S. SLADE
L. WEISS
OTHFARB
KAMINSKY
REGISTRATION NO. 1396-B Filed & 10

RECORDATION NO. [illegible]
JUL 1 1976 8 10 PM
STATE COMMERCE COMMISSION

JUL 1 1976 8 10 PM
INTERSTATE COMMERCE COMMISSION
JUL 1 1976

JUL 1 1976 June 29, 1976

6 East 43rd Street
New York, N.Y. 10017

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Winkler, C. 1991.

RECEIVED
JUL 2 3 46 PM '76
I.C.C.
FEE OPERATION BR

I am enclosing herewith an original and two copies of each of the following:

1. Chattel Mortgage dated June 28, 1976 from Emons Leasing Co., Inc. to the National Central Bank, covering 100 railroad boxcars numbered MPA 9200 through 9299 inclusive.
2. Conditional Sale Agreement dated May 27, 1976 from Emons Leasing Co., Inc. to the Maryland and Pennsylvania Railroad Company.
3. Agreement and Assignment of the Conditional Sale Agreement by Emons Leasing Co., Inc. to the National Central Bank.

Would you please be good enough to file each of the enclosures in the order which they are set forth in this letter.

Weiss, Rothbart, Kaminsky & Slade

Interstate Commerce Commission

Page 2.

June 29, 1976

Enclosed is a check payable to the order of the Interstate Commerce Commission. Please fill in the amount of the filing fee and return to us your usual receipts annexed to which are copies of the documents being filed.

Sincerely yours,

MELVIN S. SLADE

MSS:JVS
Enclosures

cc: George W. King, Esq.,
National Central Bank

Interstate Commerce Commission

OFFICE OF THE SECRETARY
Washington, D.C. 20423

July 1, 1976

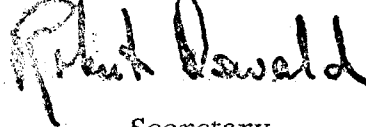
Dear Sir:

The enclosed document was recorded pursuant to the
provisions of Section 20c of the Interstate Commerce Act,

49 U.S.C. 20c, on **July 1, 1976** at **3:50pm**

and assigned recordation number **8396, 8396-A and 8396-B**

Sincerely yours,



Secretary

Encl.

Form SERS 30
(Rev. 1970)

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

7/13/76


• **Melvin S. Slade**
Weiss, Rothfarb, Kaminsky & Slade
6 East 43rd Street
New York, N.Y. 10017

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Dear Sir:

The enclosed document was recorded pursuant to the provisions
of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on **7/1/76**
at **3:50pm**, and assigned recordation number

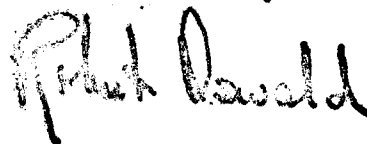
Sincerely yours,


Robert L. Oswald
Secretary

8396

8396-A

8396-B



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CHATTEL MORTGAGE AND SECURITY AGREEMENT
RECORDATION NO. 4596-111 & Recorded

8396

JUL 1 1976 - 8 10 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS that EMONS LEASING CO.,
INC. (Leasing), in consideration of \$1.00 to it paid by
NATIONAL CENTRAL BANK (Bank), receipt of which is hereby
acknowledged, does hereby bargain, sell and convey to Bank,
its successors and assigns, and does hereby grant to Bank a
security interest in and lien upon (under the Uniform
Commercial Code, as amended, or other appropriate law)
all those certain railroad boxcars used or intended to be
used in interstate commerce listed in Exhibit A attached hereto.

TO HAVE AND TO HOLD the said railroad boxcars so bargained,
sold and conveyed, or intended to be, unto the said Bank, its
successors and assigns.

The condition of this Chattel Mortgage and Security
Agreement is that, if Leasing shall pay or cause to be paid to
Bank the aforementioned sum and such other sums as Leasing shall
have borrowed from Bank under that certain Revolving and Term Loan
Agreement between Leasing and Bank dated as of the 19th day of
May, 1976, which is incorporated herein by reference as though
fully set forth, and fully and faithfully perform all of Leasing's
obligations herein and therein contained, then this Chattel
Mortgage and Security Agreement shall be void; otherwise it shall
remain in full force and effect.

Leasing warrants to Bank that on the date hereof it is the
absolute owner of the said railroad boxcars, free and clear of all
liens, encumbrances and adverse claims, other than the interest
herein bargained, sold and granted to Bank.

Leasing hereby covenants to keep, or cause to be kept, the said railroad boxcars in good condition and repair.

Should Leasing fail or refuse to perform any of the foregoing covenants and agreements, or upon the happening of an event of default as defined in the aforesaid Loan Agreement, Bank may exercise all its rights and remedies set forth in the Loan Agreement, including the right to take possession of the railroad boxcars hereby mortgaged, and may exercise any of its rights under the Uniform Commercial Code, as amended, and other applicable laws.

This Chattel Mortgage and Security Agreement shall be binding upon and inure to the benefit of the successors and assigns of Leasing and Bank

EXECUTED this 28 day of June , 1976.

EMONS LEASING CO., INC.

By: Robert Grossman

President

Attest:

M L Lade

Asst Secretary

CHATTEL MORTGAGE AND SECURITY AGREEMENT

RECORDATION NO. 4396 Filed & Recorded

JUL 1 1976 3 22 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS that EMONS LEASING CO., INC. (Leasing), in consideration of \$1.00 to it paid by NATIONAL CENTRAL BANK (Bank), receipt of which is hereby acknowledged, does hereby bargain, sell and convey to Bank, its successors and assigns, and does hereby grant to Bank a security interest in and lien upon (under the Uniform Commercial Code, as amended, or other appropriate law) all those certain railroad boxcars used or intended to be used in interstate commerce listed in Exhibit A attached hereto.

TO HAVE AND TO HOLD the said railroad boxcars so bargained, sold and conveyed, or intended to be, unto the said Bank, its successors and assigns.

The condition of this Chattel Mortgage and Security Agreement is that, if Leasing shall pay or cause to be paid to Bank the aforementioned sum and such other sums as Leasing shall have borrowed from Bank under that certain Revolving and Term Loan Agreement between Leasing and Bank dated as of the 19th day of May, 1976, which is incorporated herein by reference as though fully set forth, and fully and faithfully perform all of Leasing's obligations herein and therein contained, then this Chattel Mortgage and Security Agreement shall be void; otherwise it shall remain in full force and effect.

Leasing warrants to Bank that on the date hereof it is the absolute owner of the said railroad boxcars, free and clear of all liens, encumbrances and adverse claims, other than the interest herein bargained, sold and granted to Bank.

Unless and until Leasing shall fail or refuse to perform, or be in breach of, any of the foregoing covenants and agreements or an event of default shall occur under the said Revolving and Term Loan Agreement, Leasing hereby lets and demises from Bank the right of possession and use of the said railroad boxcars for the purpose of selling said railroad boxcars to the Maryland and Pennsylvania Railroad Company.

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF YORK) SS.:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT GROSSMAN, to me known to be the individual who executed the foregoing Chattel Mortgage and Security Agreement on behalf of EMONS LEASING CO., INC., and acknowledged to me that he is the President of EMONS LEASING CO., INC. and that he executed the said Chattel Mortgage and Security Agreement on its behalf as the act and deed of the Corporation, for the uses and purposes therein mentioned.

WITNESS, my hand and official seal this 28 day of June, 1976.


Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
JANUARY 31, 1977
YORK, YORK COUNTY, PA.

EXHIBIT A

100 - New 70 ton 50'6" Single Sheathed, Outside Stake,
Rigid Underframe, General Purpose Box Cars, Class "XM"
with the following markings:

MPA 9200-9299